



**CONSENT TO DEED OF TRUST  
for  
LAND LEASED FROM THE STATE OF IDAHO**

The undersigned Lessees of the listed lease of state lands contained in Schedule A, hereby request the State Land Director to consent to a deed of trust of the lease as listed to: \_\_\_\_\_, hereinafter called the BENEFICIARY.

It is understood and agreed that the Lessee's leasehold interest under the listed lease in Schedule A and any subsequent renewals will secure a loan made by the BENEFICIARY for the Lessees in the amount of \_\_\_\_\_.

The consent to deed of trust herein granted is subject to the following conditions, noncompliance with which entirely voids the consent given herein:

1. The BENEFICIARY cannot acquire any interest greater than the lessee has under the listed lease and said BENEFICIARY'S interest is specifically subject to any and all interest of the State of Idaho under said lease.
2. The State Land Director acknowledges that the BENEFICIARY has taken an assignment of the lease described in Schedule A as Security for the deed of trust and that such assignment has not been recorded in the county where the property is located or in the State Land Office and that the assignment will not be so recorded unless Lessees are in default of the deed of trust.
3. The Lessees shall not further hypothecate, nor assign the listed lease including or any renewals thereof without first securing prior written permission from the State Land Director, and if such permission is granted, the State Land Director will promptly notify the BENEFICIARY.
4. The Lessees or the BENEFICIARY may, at no expense to the State of Idaho, record the described lease, deed of trust or any assignment thereof the deed of trust in the office of the County Recorder in which such deed of trust the leased property is situated. Satisfaction or discharge of said deed of trust must be similarly recorded by the Lessees.
5. A copy of the said deed of trust is attached hereto as Exhibit "1".
6. If the BENEFICIARY or any successor in interest to the BENEFICIARY succeeds to the entire leasehold interest now held by the Lessees, then the BENEFICIARY shall expressly assume all obligations as Lessee under said lease, provided however that the Lessees or BENEFICIARY are not in any case relieved of their obligation to pay rent.
7. The State Land Director will promptly notify the BENEFICIARY or its correspondent (listed below) of any material breach of the lease agreements by the Lessees or of any pending cancellations or proposed sales under paragraph 13 of the lease. BENEFICIARY will be given an opportunity to cure any default by the lessees under the lease within a reasonable period of time.

**BENEFICIARY OR BENEFICIARY'S CORRESPONDENT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

Lease No. \_\_\_\_\_

### INSTRUCTIONS

**A FIFTY DOLLAR (\$50.00) recording fee is required. Please submit two (2) originals.** IDL will retain an original and return an original to you. Consent to Deed of Trust forms must be signed, notarized and returned to the Office of the Director, Department of Lands, P. O. Box 83720, Boise, ID 83720-0050.

Date Requested: \_\_\_\_\_  
\_\_\_\_\_ LESSEE

\_\_\_\_\_  
LESSEE

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me a Notary Public, in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, and acknowledged to me that they executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ Notary Public	_____ Residence	_____ Commission Expires
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Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Department of Lands Representative

STATE OF IDAHO )  
: ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, a Notary Public, in and for the State of Idaho, personally appeared \_\_\_\_\_, known to me to be a representative of the State of Idaho, Department of Lands and acknowledged to me that he executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ Notary Public	_____ Residence	_____ Commission Expires
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### SCHEDULE A

LEASE NUMBER	DESCRIPTION	EXPIRATION
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